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**DISTRICT OF COLUMBIA HOUSING AUTHORITY  
CONTRACTS AND PROCUREMENT ADMINISTRATION**

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**SOLICITATION NO.**

**0018-2013**

**ISSUE DATE: August 5, 2013    CLOSING DATE: September 19, 2013**

**CAPTION: REDEVELOPMENT OF DCHA HEADQUARTERS**

## **SECTION A- GENERAL INSTRUCTIONS**

### **A.1 OVERVIEW**

The District of Columbia Housing Authority (“DCHA”) is issuing this Request for Qualifications (“RFQ”) to interested firms to act as Development Partner, as hereinafter defined, with DCHA. The successful respondent would have the opportunity to create and implement a Redevelopment Plan for the Authority’s current headquarters, at 1133 North Capitol Street, NE “(the Site)”. Upon DCHA’s review and evaluation of responses to this RFQ, the Authority intends to issue a Request for Proposals (“RFP”) to a shortlist of finalist candidates for the opportunity to submit proposed Redevelopment Plans for the Site.

The Site currently serves as the headquarters for DCHA. The existing building is inadequate for DCHA’s corporate and customer service requirements. Additionally, the area surrounding the property, known as the North of Massachusetts Avenue District (NoMa), has undergone significant revitalization in recent years, following the construction of a Metro Station at New York and Florida Avenues. Recent development has left the Site as one of the few significant properties untouched by the revitalization of the area. Therefore, DCHA believes the Site can be redeveloped to better suit its organizational purposes, better serve the neighborhood, and result in positive financial returns to the Authority.

DCHA seeks a Development Partner to implement a Redevelopment Plan for 1133 North Capitol Street, NE that results in the following:

- A mixed-use development on the Site that includes the DCHA headquarters, a mixed-income residential component, and other commercial and retail uses;
- A facility at another location for the DCHA departments that serve clients directly (including on-site walk-ins), which are currently located at the Site, delivered at no cost to DCHA; and
- Substantial payments to DCHA for the remaining value of the land for DCHA’s use to support its mission.

DCHA seeks responses from qualified developers with broad experience in mixed-use development that includes commercial (including government facilities with public intake), retail, and residential projects who wish to enter into a partnership with the Authority in the redevelopment of the Site (“Development Partner”). In general, DCHA seeks responses to this RFQ that demonstrate the following:

- Strong track record serving as lead developer developing and managing a mixed-use development including a mixed-income residential component, as well as potential temporary and permanent relocation of existing offices;
- Highly qualified development team members who will be working on the project;

- Proven ability to access the necessary debt and equity for successful execution of complex mixed-use and multi-stage projects;
- Demonstrated examples of creative planning and design proposals by the developer and the lead planning/architectural firm(s);
- Demonstrated commitment to employ low-income residents and to utilize Minority and Women-Owned Business Enterprises and Certified Business Enterprises;
- Experience and knowledge of the District of Columbia, including its market, regulations, and codes, and familiarity with federal and local affordable housing programs and the local agencies that administer these programs (including Low Income Housing Tax Credits, New Markets Tax Credits, Tax Exempt Bonds).

## **A.2 SOLICITATION PROCESS**

Through this RFQ, DCHA will identify a shortlist of qualified developers to receive a more focused and detailed RFP. While DCHA reserves the right to invite as many potential Development Partners to respond to the RFP as is in the Authority's best interests, it is anticipated that DCHA will distribute the RFP to a limited number of highly qualified respondents. DCHA anticipates issuing the RFP to the firms on the shortlist in the fourth quarter of 2013. DCHA will require that shortlisted firms prepare an in-depth technical proposal and to respond to a draft Development Agreement. Through the RFP process, DCHA will select a Development Partner with which to negotiate a final Development Agreement, Ground Lease, and/or Regulatory and Operating Agreement, and such other documents or agreements as DCHA may deem necessary and appropriate.

## **A.3 ABOUT DCHA**

DCHA is a large Public Housing Agency, as defined by the U.S. Department of Housing and Urban Development ("HUD") regulations that owns and manages over 8,000 public housing units, as well as mixed-income developments in the District of Columbia. DCHA also manages a substantial Housing Choice Voucher Program (formerly Section 8), which supports rental payment for over 12,000 units. DCHA's mission is to provide quality affordable housing to extremely low- through moderate-income households, foster sustainable communities, and cultivate opportunities for residents to improve their lives. DCHA is an independent Authority of the District of Columbia government, governed by an 11-member Board of Commissioners. The Executive Director is Adrienne Todman, appointed by the Board of Commissioners to carry out executive and administrative oversight on a day-to-day basis.

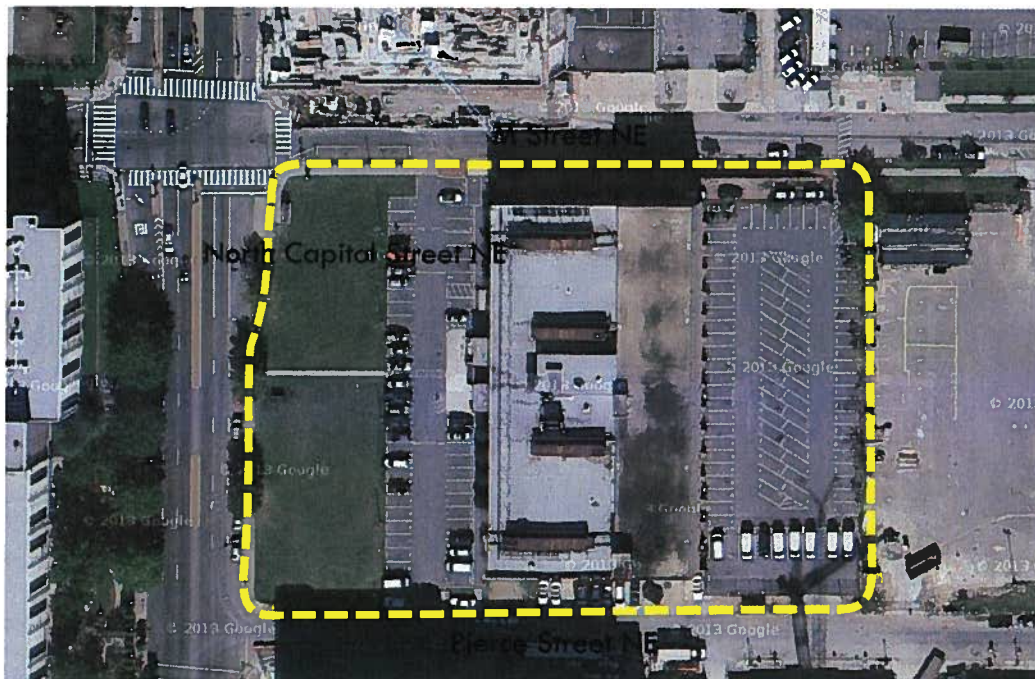
## **A.4 DEVELOPMENT OPPORTUNITY**

**The development opportunity is substantial. The following section summarizes the technical aspects of that opportunity.**

<b>Site Overview</b>	
<b>Ward</b>	6
<b>ANC</b>	6C
<b>Police District</b>	First
<b>Boundaries</b>	Generally bounded to the west by North Capitol Street; to the south by Pierce Street, NE; to the north by M Street, NE; and to the east by the terminus of the property's parking lot approximately 420 feet east of North Capitol Street. See Figure 1 below.
<b>Square(s)</b>	673
<b>Lot(s)</b>	830, 831
<b>Total Land Area</b>	106,822 square feet

Source: District of Columbia; DC Housing Authority

Figure 1: Subject Property



## A.5 ZONING AND OVERLAYS

The Site is located in a C-3-C zoning district. This classification permits medium/high density developments including office, retail, housing, and mixed uses to a maximum lot occupancy of 100%, a maximum floor-to-area ratio (FAR) of 6.5 for permitted uses, and



a maximum height of 90 feet. For the Site, this equates to a maximum 694,343 gross square feet of development potential.

The Site is also located in a Transferable Development Rights (TDR) receiving zone.<sup>1</sup> This zone grants a density bonus of up to an additional 3.5 FAR for a total of 10 FAR through the purchase of development rights from property owners within TDR sending zones. For the Site, this equates to an additional 373,877 gross square feet and a maximum total of 1,068,220 gross square feet of development potential.

## A.6 SITE CONTEXT

The Site is located in the North of Massachusetts Avenue area (“NoMa”), a 35-block neighborhood located just north of Union Station. The area is generally bounded by Massachusetts Avenue to the south, New Jersey and North Capitol Street to the west, and Q and R Streets to the north. The neighborhood also extends eastward just beyond the CSX/Metrorail tracks.

Spurred by the opening of a new Metro station in 2004, the neighborhood has undergone significant redevelopment. In 2005 there were 7 million square feet of office, residential, and retail uses in the neighborhood. As of April 2013, an additional 10.8 million square feet had been completed or was under construction. Full build-out of the neighborhood anticipates another 16.7 million square feet.

The property is well served by transportation. It is 0.5 miles from the NoMa-Gallaudet (New York Avenue) Metro station; proximate to numerous MetroBus stops; 0.2 miles to the nearest Capital Bikeshare kiosk; 0.5 miles to the Metropolitan Branch Trail (which connects Union Station to Silver Spring, MD); and 0.7 miles from Union Station, serving Amtrak, MARC, VRE, and numerous intercity bus lines.

NoMa’s neighborhood attributes include:

- More than \$4 billion in assessed values in 2012;
- \$6 billion in private investment since 2005;
- \$1 billion under construction;
- An increase of 1,400 residents;
- Anticipated increase of 3,000 additional residents;

Figure 2: NoMa District



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<sup>1</sup> DC Municipal Regulations, 11-1709 Transferrable Development Rights (DD).

- 1,200 apartments leased;
- 2,200 apartments under construction;
- 17% increase in average household income since 2010.
- 20+ retailers opened in the last four years, including Todd Gray's Watershed and Harris Teeter; and
- \$50 million in approved funding from the District for parks.

Projects in NoMa currently underway or starting include:

- DDOT reconstruction of First Street, NE;
- DDOT construction of Columbus Circle;
- DDOT completion of Benning-H Street streetcar;
- Camden NoMa residential project on L Street;
- William C. Smith residential project on North Capitol and M;
- Phase II office for Constitution Square and new residential;
- Mill Creek Residential Trust project on Eckington Place;
- NPR headquarters on North Capitol Street;
- The JBG Companies groundbreaking on the Walmart site and Hyatt Place;
- Archstone delivery of their project at First & M Streets, NE;
- Trammell Crow groundbreaking on Sentinel Square Phase II;
- Greyhound Bus Station transition into Union Station; and
- MRP groundbreaking on Washington Gateway.<sup>2</sup>

## **SECTION B- SCOPE OF SERVICES**

### **B.1 SCOPE OF SERVICES**

DCHA ultimately seeks a mixed-use Redevelopment Plan that monetizes the underlying value of the Site and generally conforming to the following Program Requirements.

#### **Redevelopment of DCHA Headquarters:**

- Provide approximately 80,000 square feet of office space for DCHA corporate headquarters.
- Provide a mixed-income residential component, with seventy (70) and in no event less than one-third of the rental units restricted to low-income (less than 80% Area Median Income) residents.
- Provide a mixed-use plan for the remainder of the parcel that is considered by the Development Partner to be its highest and best use.

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<sup>2</sup> NoMa Business Improvement District 2012 Update (<http://www.nomabid.org/>)

- Provide a plan or recommendation for the temporary relocation of the DCHA staff who currently work at DCHA headquarters, and continuation of DCHA operations, including public intake for walk-in resident services, if implementation of the envisioned Redevelopment Plan would require such relocation.

**Permanent Customer Services Satellite Office:**

- Provide approximately 46,000 square feet of office space for DCHA's Customer Service departments that have direct ongoing interface with clients.
- Provide appropriate quantity of parking.
- Be well served by public transportation.

## **B.2 DCHA ROLES & RESPONSIBILITIES**

DCHA intends to participate in the redevelopment of 1133 North Capitol Street, NE to achieve the objectives of the Redevelopment Plan described above and to generate revenue to support its mission. Specifically, DCHA intends to: 1) participate as an active member in the implementation and execution of the Redevelopment Plan; and 2) leverage the value of its ownership interest in the Site so as to maximize its total return on a risk-adjusted basis. Among the role(s) DCHA may play in the redevelopment are:

- **Landowner:** DCHA envisions entering into a long term ground lease with the selected Development Partner that best meets DCHA's program and financial objectives, including long term participation in the value of the land and construction improvements. DCHA is willing to discuss alternative financial structures to a ground lease should they be to the benefit of DCHA and the overall development of the Site.
- **Development Management:** DCHA intends to be an active participant in the development process. DCHA expects to retain approvals over planning and design decisions and to exert influence on the development program.
- **Equity Partner:** DCHA may maintain an equity position in various components of the development and participate in a share of future project cash flows on either a *pari passu* or preferred basis. DCHA will evaluate competing proposals that maximize its financial returns consistent with an acceptable risk profile.
- **Provider of Capital and/or Operating Subsidies:** DCHA may make financial contributions toward the operation and maintenance of any housing units to be provided for low-income residents by providing annual operating subsidies for some or all such housing units in the development.

DCHA will further define its intended participation in the redevelopment of the Site in the RFP process.

### **B.3 DEVELOPMENT PARTNER ROLES AND RESPONSIBILITIES**

The specific responsibilities of the Development Partner will be defined and detailed in a Development Agreement negotiated between DCHA and the selected Development Partner. A draft Development Agreement will be provided to shortlisted firms that receive the RFQ. This Development Agreement will define performance requirements, the nature of the required financial guarantees, and other business terms typical of large-scale land dispositions. Respondents to the RFP will be required to respond to the draft Development Agreement, which will be considered along with the financial offer terms and conditions as a material part of the review process.

The Development Partner is responsible for proposing and implementing a Redevelopment Plan that meets the needs of DCHA. The Development Partner will be responsible for developing a financially feasible plan, developing an overall budget, securing financing commitments, and executing the plan. An overview of the anticipated responsibilities of the Development Partner is described below and includes, but is not limited to:

- **Redevelopment Plan:** The Development Partner is expected to produce an existing conditions analysis, economic development and market analysis, transportation analysis, pro forma demonstrating financial feasibility, urban design framework, zoning analysis, schematic renderings and site plans for development opportunity sites, and associated plan recommendations (land uses, zoning, circulation, sustainability, budget, build-up of total development cost, schedule of major activities, etc.).
- **Commitment to Minority/Women-Owned Businesses and Certified Business Enterprises:** The Development Partner will team with qualified M/WBE/CBE businesses in accordance with DCHA's guidelines regarding M/WBE/CBE participation, as described in Section E.5 and E.6 of this solicitation.
- **Design:** The Development Partner will be responsible for all aspects of the design for a new mixed-use development that adheres to applicable land use regulations, subject to the regular review and approval of DCHA.
- **Development Approvals:** The Development Partner will be required to take the lead on securing any and all necessary approvals for the proposed Redevelopment Plan in cooperation with DCHA.
- **Financing:** The Development Partner is responsible for securing financing commitments, which may include: construction and permanent financing; Low Income Housing Tax



Credits; New Markets Tax Credits; bond financing; Tax Increment Financing; and Payment in Lieu of Taxes, among others.

- **Construction:** The Development Partner will be responsible for the construction and coordination of all necessary off-site and selected on-site improvements, including streetscapes, open spaces, utilities, demolition of the existing DCHA headquarters, building cores and shells, tenant improvements, fixtures and equipment, and on-site landscaping. The Development Partner will be required to comply with all applicable District and Federal regulations on prevailing wage.
- **Maintenance and Operation:** The Development Partner will be responsible for the ongoing operation and maintenance of buildings and infrastructure.
- **Sustainability:** The Development Partner will develop the site in accordance with the Green Building objectives and requirements articulated in Section F of this solicitation.
- **Affordable Housing:** The Development Partner will ensure that the residential component of the project includes, at a minimum, seventy (70) and in any event not less than one-third of the total units set aside for low-income households.
- **Development Schedule:** The Development Partner will be responsible for developing detailed schedules for the planning, design, financing, construction, and maintenance activities.
- **Community Engagement:** The Development Partner will participate in community planning meetings with neighborhood groups and other affected stakeholders, as required.

Submissions that address these responsibilities are not required in response to this RFQ. This information is provided as a preview of the RFP and as a guide to the Authority's definition of the attributes of highly qualified development teams.

#### **B.4 DCHA AND DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS**

##### **Green Building Objectives and Requirements**

In July 2011, Mayor Gray announced a plan to make the District the greenest, healthiest, and most livable city in the nation when he tasked the Office of Planning (OP) and the District Department of the Environment ("DDOE") with leading the Sustainable DC

initiative (“Sustainable DC”). A 20-year plan, the Sustainable DC initiative is crafted for and by the city’s diverse and knowledgeable community with the ultimate goal of making the District more socially equitable, environmentally responsible and economically competitive.

In April 2012, OP and DDOE issued “A Vision for a Sustainable DC” which sets the vision for Washington, DC as a whole and provides the framework for a detailed strategy to achieve the vision. The document is available online at: <http://sustainable.dc.gov/publication/dcs-vision>.

The Redevelopment Plan shall be implemented in compliance with the District of Columbia’s Green Building Act of 2006, *D.C. Code* § 6-1451.01 et seq. (LexisNexis 2013) and DC’s Storm water Management Program stated in 21 *DCMR*, Chapter 5. Specific design criteria are outlined in the Storm Water Guidebook, which is available online at <http://ddoe.dc.gov/publication/stormwater-guidebook>.

Respondents to this RFQ are required to incorporate into their responses specific qualifications and experience in sustainable development. Respondents should demonstrate how their proposals will use innovative sustainable materials and methods to achieve the required development. DCHA encourages the utilization of sustainable practices such as LEED-ND and Green Communities. Strategies that DCHA supports include, but are not limited to, applying low impact development (LID) techniques; designing resource-efficient infrastructure systems; selecting energy efficient materials; and addressing energy and water use, waste, habitat and biodiversity, and greenhouse gas emissions. Proposals in response to the RFP which utilize sustainable materials and development strategies that relate to the vision for a sustainable District of Columbia while achieving the requirements of the scope will receive preference.

## **SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS**

### **C.1 GENERAL**

The instructions below provide guidance for the preparation and submission of proposals. The purpose is to establish the requirements, format and content of proposals so that proposals are complete, contain all essential information and can be easily evaluated. This RFQ is for informational purposes only and is not intended to create any legally binding obligations on the DCHA and Respondents to this RFQ are participating at their own cost and risk. All documentation submitted with the response shall become the property of DCHA. DCHA reserves the right to discontinue the process described in this RFQ at any time and to amend and/or modify such process as necessary to meet the needs of DCHA. If any changes are made, all recipients of the RFQ known to DCHA will be informed via official written Addenda. All others must routinely check the DCHA website for published Addendums.

## **C.2 SUBMISSION OF QUALIFICATIONS/INQUIRIES**

All inquiries regarding this RFQ and any correspondence relating thereto, should be submitted in writing to the Contracting Officer with a copy to the Director of Administrative Services at the following:

District of Columbia Housing Authority  
Office of Administrative Services/Contracts & Procurement Administration  
1133 North Capitol Street, NE, Suite 300  
Washington, DC 20002-7599  
Attention: Cheryl Moore, Interim Contracting Officer  
Email: [chansber@dchousing.org](mailto:chansber@dchousing.org)

Please copy all inquiries sent to the Contracting Officer to the Director of Administrative Services, Lorry Bonds by email at [lbonds@dchousing.org](mailto:lbonds@dchousing.org). Inquiries must be submitted no later than **11:00AM, Friday, August 23, 2013.**

**RESPONDENTS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE ABOVE LISTED POINTS OF CONTACT IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION MUST BE SUBMITTED TO THE POINTS OF CONTACT.**

## **C.3 SUBMISSION DATE**

All proposals must be received no later than **4:00 PM on Thursday, September 19, 2013.** Proposals shall be submitted in sealed envelopes marked “RFQ No. 0018-2013 for Redevelopment of DCHA Headquarters.”

## **C.4. FORMAT OF PROPOSAL**

All responses must meet the following format requirements:

- One (1) original and Seven (7) copies.
- Response shall be prepared on 8 ½” x 11” letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must include each item in the order outlined below.
- Each sub-section must be separated by tabs with sub-section headings.
- RFQ responses shall be limited to no more than fifty (50) pages in total, excluding exhibits, and shall be paginated and organized as described below.
- RFQ responses shall be submitted as a single package in accordance with the RFQ submission deadlines stated below.
- All responses must also be submitted in electronic form.

## **C.5. CONTENT OF PROPOSAL**

Detailed information about the requirements of each part is listed below:

### **C.5.1 Table of Contents**

Provide a comprehensive listing and location of all written pages, exhibits, and other materials.

### **C.5.2 Transmittal Letter**

Respondents must include a cover letter acknowledging receipt of the RFQ and any subsequent addenda addressed to the following:

District of Columbia Housing Authority  
Office of Administrative Services/Contracts & Procurement Administration  
1133 North Capitol Street, NE, Suite 300  
Washington, DC 20002-7599  
Attention: Cheryl Moore, Interim Contracting Officer

The transmittal letter should specifically include the following information:

- a. Identification, address, email, telephone, and fax numbers of each Respondent team member (i.e. developer, planner, general contractor, architect, engineer, consultant, property manager, attorney, accountant, other);
- b. Summary description of qualifications;
- c. Statement of understanding of proposed scope of services;
- d. Commitment to quality design in an urban context; and
- e. Identification of primary contact people.

### **C.5.3 Development and Partnership Approach**

Please provide a brief overview of your strategy for achieving DCHA's goals for the development of 1133 North Capitol Street NE. Do not include conceptual development proposals or financial offers at this time. Such information will not be considered. Rather, DCHA seeks a narrative response to the following questions. (Please limit your response to a combined total of no more than 5 pages.)

- a. Provide an assessment of market-driven programming options for the development of the Site, specifically in the context of the surrounding NoMa area and how you see it evolving.

- b. Explain how you would approach the provision of an off-site facility for DCHA's Customer Service departments. If possible, please identify a specific site or location for this facility.
- c. Describe your preferred approach to a financial and operating partnership with DCHA. Comment on how your approach will maximize risk-adjusted returns to DCHA.
- d. Discuss how you would propose working with DCHA through the entitlement and development process. Elaborate on the roles that you would anticipate DCHA and your team playing in communications, decision making, public relations, representing the project to the District in the entitlement process, community engagement, etc.

#### **C.5.4 Developer Information**

- a. Provide a brief overview of your organization and describe the growth and development history of your firm;
- b. Identify the office responsible for this project and the available resources of that office;
- c. If you are submitting a joint response with other development organizations, describe each firm's role and contribution to the team, as well as overall management structure;
- d. Include (as exhibits) resumes for all principals expected to be involved in the project, highlighting experience with mixed-use, public-private development; and
- e. Identify who on your team will manage the day-to-day relationship with DCHA.

#### **C.5.5 Project Experience**

Provide at least three (3) pertinent project examples that demonstrate the following:

- a. Experience partnering with quasi-public entities like DCHA;
- b. Experience in planning and development of mixed-use development, including a residential component with low-income and market rate housing;
- c. Experience in development of site plans and designs of mixed-use development;
- d. Experience in securing public and private financing for mixed-use development, including mixed-income residential units;



- e. Experience with M/WBE/CBE and HUD's Section 3 program and the District of Columbia's First Source Program;
- f. Experience in construction and construction management;
- g. Property management experience for mixed-use development projects, including those with a mixed-income residential component;
- h. District of Columbia government knowledge and experience;
- i. Experience in working with community stakeholders through the implementation of a development plan; and
- j. Experience in preparing financial plans for mixed use development which includes affordable housing components.

#### **C.5.6 Financial Information**

Provide a current financial statement of the development entity, prepared by a Certified Public Accountant, along with the most recent audit (include as an exhibit). The statement should show assets, liabilities and net worth and credit worthiness of the entity. Any financial information regarding the team or team members will be treated as proprietary.

#### **C.5.7 Minority/Women/Certified Business Enterprise (M/WBE/CBE) Equity Plan**

Describe the M/WBE/CBE equity partners and the relative percentage share in the development profits, and list the M/WBE/CBE status of any principal controlling partners.

#### **C.5.8 References**

Provide a list of at least three (3) but no more than six (6) past or current partners, in projects where the Respondent team (and/or references for each member of the Respondent Team as appropriate) has demonstrated capacity in all or some of the areas and programs enumerated above. The list must include the name and location of the project; the role of the Respondent Team (or team member) in the project; and the name, email telephone and fax numbers and addresses of the person most familiar with the work performed.

#### **C.5.9 Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults**

Respondent Teams shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of the Respondent Team's entities or affiliates.

#### **C.5.10 Evidence Regarding Tax Liabilities**

Respondent Teams shall provide a statement regarding any tax liabilities and other government impositions that are not current for any of the Respondent team's entities.

#### **C.5.11 Current or Threatened Litigation**

Respondent Teams shall provide a statement regarding any current or threatened litigation that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise the Respondent Team. If such litigation exists, Respondent Teams shall provide the name and civil or criminal action number of such litigation and a description of the subject matter of such litigation.

#### **C.5.12 Certifications**

Attach the following completed certification forms:

- a. Attachment A, General Conditions for Non-Construction Contracts
- b. Attachment B, Tax Certification Affidavit
- c. Attachment C, Non-Collusive Affidavit
- d. Attachment D, Certification of Eligibility
- e. Attachment E, Contract Compliance Requirements
- f. Attachment F, Representations, Certifications and Other Statements of Bidders
- g. Attachment G, Payment to Subcontractors
- h. Attachment H, Statements of Bidders Qualifications
- i. Attachment I, Reserved
- j. Attachment J, Conflict of Interest Certification
- k. Attachment K, List of Certified Minority and Women-Owned Banks

### **C.6 MANNER OF AWARDS**

An Evaluation Panel appointed by the Executive Director of DCHA will review all responses to this RFQ. The Evaluation Panel will determine the necessary point total respondents must achieve to be designated as a finalist and eligible to receive and respond to the RFP. The Evaluation Panel may seek additional information from respondents to complete its evaluation. The Evaluation Panel reserves the right to consult with professional advisors for technical assistance, as well as to request interviews of the Respondent Teams, if such is deemed to be in the best interest of the DCHA.

All responses will be initially reviewed to determine compliance with the Response Format Requirements specified within this solicitation. Responses that do not comply with these requirements may be rejected without further review. The Evaluation Panel may consider a response unacceptable if it lacks critical information or the submission represents a major deviation from the requirements of this RFQ. Minor omissions, such as incomplete references, may, at the sole option and discretion of DCHA, be corrected subsequent to the submission due date.

Evaluations will be based on the Evaluation factors set forth below.

**C.7 RETENTION**

All proposals submitted shall become the property of DCHA and therefore, will not be returned to the Respondent.

**C.8 FAILURE TO SUBMIT RESPONSE**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason(s) for not submitting a proposal in response to this RFQ. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list for one year after the closing date of this RFQ.

**C.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are neither necessary nor desired. No credit will be given for general marketing or promotional materials.

**C.10 PROPERIETARY OR CONFIDENTIAL INFORMATION**

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by DCHA for other than evaluation purposes. DCHA reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

### **C.11 BEST AND FINAL OFFERS**

DCHA may award a contract upon the basis of the initial offers received, without further discussion. Therefore, each initial proposal should contain the Respondent's best terms from a cost and technical standpoint. However, if discussions are held with the Respondents, all Respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers ("BAFOs") at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modification and Withdrawals of Proposals" provisions of this solicitation.

After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in DCHA's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all Respondents still within the competitive.

### **C.12 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS**

a) Proposals and modifications to proposals that are received in the designated DCHA office after the exact time specified in the RFP are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of Respondents;
2. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFP was caused by mishandling by the District after receipt; or
3. The proposal is the only proposal received.

b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late.

When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.

- c) Any request for withdrawal or request for modification received after the time and date set for submission of offers at the place designated for submission shall be considered "late".
- d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.
- e) A late modification of a successful proposal, which makes its terms more favorable to DCHA, shall be considered at any time it is received and may be accepted.

**C.13 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR**

The Prospective Respondent must demonstrate to the satisfaction of the Contracting Officer, its capability to perform fully the contract requirements in all respects. Therefore, the prospective Respondent shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

**C.14 SIGNING OF OFFERS**

The Respondent shall sign and print or type its name on the offer/proposal. The signature affixed to the offer/proposal shall be deemed as an acknowledgement by each Respondent that the information contained therein is complete and accurate. Any information found to be incomplete, inaccurate or misleading shall be a basis for disqualification of the Respondent and the offer shall be withdrawn from further consideration by DCHA. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of the agent's authority to bind the Respondent, unless that evidence has been previously furnished to the Contracting Officer.

Offers by a partnership must be signed with the partnership name by one of the partners of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by a limited liability company shall be signed by a member or manager of the company, followed by the signature and designation of the person signing. Corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation. The Corporate Seal must be affixed thereto. If the offer is signed by other than the President or Vice President, evidence of authority to so sign must be furnished by resolution of the Board of Directors meeting or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.



The names of all persons signing shall be typed or printed below the signatures. Any offer by an individual who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the offer. Offers submitted by a joint venture must be signed by all authorized venture personnel.

#### **C.15 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, D.C. Code §2-531 *et seq.* (FOIA), provides for the disclosure of public information upon request. Specifically, the law provides that "any person has the right to inspect, at his or her discretion, to copy any public record except as expressly exempted by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Code §2-1701(13). Thus, public information submitted in response to this solicitation to DCHA may be subject to disclosure under the Freedom of Information Act.

#### **C.16 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD**

Proposals must be accompanied by a written guarantee that the respondent will keep its initial offer open for at least One Hundred and Twenty (120) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least Ninety days (90) days; and upon acceptance by DCHA of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the RFQ.

#### **C.17 ACKNOWLEDGMENT OF AMENDMENTS**

Respondents shall acknowledge in their proposals, receipt of amendment(s) to this solicitation by signing the document on the acknowledgment line of the amendment. Respondent's failure to acknowledge an amendment may result in rejection of the offer.

### **SECTION D - RFQ TERMS AND RELATED ACTS**

#### **D.1 INSURANCE**

The successful Respondent shall, at its expense, obtain the minimum insurance coverage set forth below and keep such insurance throughout the term of the contract. All insurance provided by the Respondent in this section shall set forth the District of Columbia Housing Authority as an additional insured (**as applicable**).

The Respondent shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
<b><i>Commercial General Liability (GL):</i></b> Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$1,000,000
<b><i>Automobile Liability:</i></b> \$1,000,000 per occurrence
<b><i>Workers' Compensation:</i></b> The contractor should contact their insurer for the appropriate liability limit.
<b><i>Employer's Liability:</i></b> This coverage is not available to employees if Worker's Compensation applies ( <i>see</i> 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000
ADDITIONAL COVERAGE
(Requirements to be determined depending on the contract.)
<b><i>Umbrella or Excess Liability:</i></b> \$ 4,000,000
<b><i>Employment Practices Liability:</i></b> Per Occurrence: \$1,000,000 Aggregate: \$1,000,000

With respect to the CGL above, the policy shall be endorsed to name DCHA as an additional insured and as a loss payee.

With respect to policies described above, these policies must:

- (a) Be in place before the execution of this contract and in-force insurance is a condition precedent to this contract;
- (b) The Respondent shall provide DCHA with a Certificate of Insurance as evidence of the limits of coverage described above;
- (c) In the event the Respondent's insurance expires during the execution of this contract, the Respondent shall provide DCHA with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;

- (d) Insurance contracts shall require the insurance company to notify the DCHA in the event of a substantial change in coverage during the policy term;
- (e) Have an A.M. Best Company rating of A-VIII or higher by companies authorized to do business and in good standing in the District of Columbia, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

In the event a claim arises out of this contract, the Respondent will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM). In addition, the Respondent will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

## **D.2 AFFIRMATIVE ACTION PROGRAM**

The prospective Respondent shall submit two (2) copies of an Affirmative Action Program (AAP) and its Goals and Time Tables (G&T), "Compliance with Equal Opportunity Obligations in Contracts" and the Office of Human Rights Regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986.

## **D.3 SECTION 3 REQUIREMENTS**

All Contractors shall comply with the Section 3 Program, as defined in the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all Contractors performing work on behalf of the DCHA or any of its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the Federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing.

The narrative should also indicate any experience in hiring residents or utilizing M/WBE/CBEs and to what extent M/WBE/CBEs are included in the Respondent Team's experience in hiring and training Section 3 residents.

## **D.4 RESTRICTION ON DISCLOSURE AND USE OF DATA**

An offer including proprietary or confidential information in its offer shall conspicuously display the following information on the first page of the offer if the respondent does not want the proprietary or confidential information disclosed to the public for any purpose or used by the D.C. Housing Authority except for evaluation purposes:

- D.4.1 That the offer includes proprietary or confidential information that shall not be disclosed outside of DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;
- D.4.2 That if a contract is awarded to the respondent, the D.C. Housing Authority shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;
- D.4.3 That this restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction; and
- D.4.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.
- D.4.5 The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, or any information that is not actually proprietary or confidential.

In addition to the requirements above, the Respondent shall conspicuously mark each separate sheet containing proprietary or confidential information it wishes to restrict with a notation to the effect that the use or disclosure of proprietary or confidential information contained on the sheet is subject to the restriction set forth on the first page of the offer.

## **D.5 RESPONSIBLE CONTRACTORS**

DCHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offer, DCHA will consider such matters as the Respondent's:

1. Integrity
2. Compliance with public policy
3. Record of past performance
4. Financial and technical resources

Before a proposal is considered for award, the Respondent may be requested by DCHA to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In addition, the DCHA may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

**D.6 EMPLOYEE DISHONESTY INSURANCE**

The Prospective Respondent shall provide evidence of employee dishonesty insurance for an amount not less than \$250,000, obtained at its own expense, for the purpose of protecting the DCHA against dishonest acts of the Prospective Respondent and its employees. The DCHA must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of the DCHA. The Prospective Respondent shall indemnify, defend and hold harmless HUD and DCHA from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any breach by the Prospective Respondent, its agents, employees and the Prospective Respondent of any provision of this contract or any negligent or bad faith act(s) or omission(s) or the negligent performance of this contract by the Prospective Respondent, its agents, employees and the Prospective Respondent or any other person or entity for which the Prospective Respondent may be responsible. The obligations, indemnities and liabilities assumed by the Prospective Respondent shall not extend to any liability caused by the negligence of HUD, DCHA or their employees or agents. Any provisions or limits of insurance set forth in this contract shall not limit the Prospective Respondent liability. DHCH shall notify the Prospective Respondent within a reasonable time of any claim for which the Prospective Respondent may be liable under this paragraph. At its own expense, the Prospective Respondent shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to the DCHA, and such coverage shall be in place before the execution of this contract and as a condition to it.

**D.7 RESPONDENT'S KEY PERSONNEL**

The key personnel specified in the Prospective Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Prospective Respondent shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

**D.8 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE**

During the performance of the contract, the Prospective Respondent shall not discriminate on the basis of race, color, religion (creed), sex, natural origin, handicap or familial status, or the existence or use of a policy or practice, or any arrangement, criterion or other method of administration which has the effect of denying Equal Housing Opportunity, or which substantially impairs the ability of persons to apply for or receive the benefits of assistance because of race, color, religion (creed), sex, natural origin, handicap or familial status, in the sale, rental or other disposition of residential



properties or related facilities, including land to be developed for residential use, or in the use or occupancy thereof.

**D.9     THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Prospective Respondent and all of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with disability. See 42 U.S. Code 2101 et.seq.

**D.10    SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)**

During the performance of the contract, the Prospective Respondent and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of 6 percent of the public housing units constructed will comply with Uniform Federal Accessibility Standards ("UFAS") as well as the additional specific requirements of HUD for accessible public housing units. DCHA may require more than 6 percent in the revitalization plan. In addition, all other units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S. Codes, Section 794

**D.11    NO WARRANTY**

Respondent is required to examine this RFQ, as well as the specifications and instructions pertaining to the services required. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFQ, specifications, and/or instructions.

**D.12    EXPENSE OF THE RFQ SUBMISSION**

All expenses incurred in the preparation and submission of proposals in response to the RFQ shall be borne by the Respondent.

**D.13    CANCELLATION**

DCHA reserves the right to cancel this RFQ, or to reject, in whole or in part, any and all proposals received in response to this RFQ, upon its determination that such cancellation or rejection is in the best interest of DCHA. DCHA further reserves the right to waive any minor information on any proposal received, if it is in the best interest of DCHA to do so. The decision as to who shall receive a contract award, or whether or not an award

shall be made as a result of this RFQ, shall be at the sole and absolute discretion of DCHA.

## **D.14 PROTEST**

Any party involved in a dispute with DCHA related to a procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The protester, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing a protest with the Federal agency. Guidelines and procedures that must be followed are presented herein.

### **D.14.1 DEFINITIONS**

**Contracting Officer.** The person within the Authority duly authorized by the governing body thereof to administer contracts for, and in the name of, the Authority.

**Executive Director.** The Executive Director of the District of Columbia Housing Authority.

**Federal Agency.** Unless otherwise defined, the United States Department of Housing and Urban Development (HUD).

**Protester.** Any respondent to a solicitation made by DCHA who has submitted a bid, quotation, or proposal meeting all the material requirements of the solicitation, who has received an unfavorable decision concerning the results thereof, and who feels that said decision was reached in an unfair or biased manner.

### **D.14.2 PROCEDURES**

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer of DCHA, or the protest will not be considered, unless a different time period has been established in the contract, if applicable. In such cases, the time period set forth in the contract prevails. The complaint must be in writing, and must identify the aggrieved party by name and address, state the nature and scope of the complaint including all costs, if any, being sought by the Protester, and must be specific as to the solicitation, bid, proposal or contract that gave rise to the protest or complaint.

2. The Contracting Officer, upon receipt of the formal protest or complaint, shall review the merits of the protest and render a decision, in writing, to the Protester. The response shall state if the protest or complaint is eligible for consideration based on its timely submission, or state a finding of fact based on information provided by the

Protester and DCHA's knowledge of the circumstances, and include instructions for further action the Protester may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within fifteen (15) days of its receipt, except where the response time is otherwise stipulated in a contract with the Protester directly related to the disputed issues.

3. If the Contracting Officer does not respond to the formal protest within the allotted time, or the Protester does not agree with the decision rendered, then the Protester may submit a formal request to have the dispute resolved by the Executive Director. Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted. The Executive Director shall respond to protests submitted in a timely manner within fifteen (15) days of receipt of said protests, except where the response time is otherwise stipulated in a contract with the Protester directly related to the disputed issues.

4. If the Executive Director does not respond to a properly submitted protest within the allotted time, or the Protester continues to disagree with the decision rendered, then the Protester may submit a formal request to have the dispute settled by the appropriate field office of the Federal agency. Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Executive Director. The field office of the Federal agency will only review protests that meet one of the following criteria:

(I) Violation of Federal law or regulations and the standards of section 85.36, Code of Federal Regulations, title 24 (24 CFR, Part 85.36). Violations of local law will be under the jurisdiction of local authorities.

(II) Violation of DCHA's protest procedures delineated herein based on the failure of DCHA to review a complaint or protest.

5. All protests, except those directed to the Federal agency, or local authorities, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of the DCHA is as follows:

District of Columbia Housing Authority  
Office of Administrative Services  
1133 North Capitol Street, N.E., Room 300  
Washington, D.C. 20002

6. All protests directed to the field office of the Federal agency shall be addressed to the following location:

Public Housing Division  
U.S. Department of Housing and Urban Development

Washington, D.C. Field Office, Region III  
Union Center Plaza  
820 First Street, N.W.  
Washington, D.C. 20002-4205

7. The DCHA shall, in all instances, promptly disclose information to the Federal agency related to protests or complaints. However, failure to promptly notify the Federal agency of such matters does not relieve the Protester of the responsibility of complying with the administrative procedures presented herein.

#### **D.15 MCNAMARA - O'HARA SERVICE CONTRACT ACT**

Contractor shall be required to comply with the requirements of the McNamara-O'Hara Service Contract Act of 1965 (SCA), as amended, 41 U.S.C. 351, *et seq.*, and the implementing regulations found in 29 C.F.R. 4. The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek.

### **SECTION E - EVALUATION FACTORS FOR AWARD**

#### **E.1. EVALUATION OF PROPOSALS**

E.1.1 DCHA reserves the right to reject any and all proposals determined to be inadequate or unacceptable. DCHA may award a contract upon the basis of initial offers received without discussions. Therefore, each initial offer should contain the respondent's best terms from a price and technical standpoint.

E.1.2 All proposals will be initially reviewed to determine compliance with the Proposal Format Requirements specified within this solicitation. Proposals, which do not comply with these requirements, may be rejected without further review.

#### **E.2 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS**

E.2.1 The DCHA will make an award to the most responsible and responsive respondent whose offer conforms to the solicitation and is most advantageous to the DCHA (i.e., that which represents the best value to the DCHA), cost or price

and other factors considered. The proposed cost must be considered reasonable and must reflect the proposed technical approach.

E.2.2 The DCHA may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.

E.2.3 The DCHA may make multiple awards to ensure availability of a wide range of products or services.

E.2.4 The DCHA will make an award to the responsible respondent, whose offer conforms to the solicitation and is most advantageous to the DCHA (i.e., that which represents the best value to the DCHA), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the Contractor.

### **E.3 QUALIFICATION BIDDERS LISTING (OBL)-RESERVED**

### **E.4 EVALUATION FACTORS**

The following evaluation factors will be used in determining the competitive range, **with a total possible score of 200 points.**

<b>PART I RFQ EVALUATION FACTORS</b>	<b>POINT VALUE</b>
<b>Capacity of the Planning and Development Team</b> Identification of each Team member and key personnel assigned to the project. Experience of the team in all aspects of developing mixed-use, mixed-income developments, including: complex, large scale mixed-use redevelopment that includes commercial, retail and mixed-income housing components; developing successful site plans and designs for mixed-use, mixed-income developments. Managing complex construction projects; property management of mixed-use developments that include low and mixed-income housing; and knowledge of and experience in local Washington area development or similar jurisdictions (including utilizing local funding sources and mechanisms), local building codes and zoning regulations.	<b>80</b>
<b>Ability of the Team to Secure Necessary Financing</b> Recent and successful experience in assembling financing packages and securing financing for mixed-used developments, including mixed-income residential components. Current financial standing and credit worthiness based on financial information submitted.	<b>40</b>



<b>Experience in Section 3/Resident Hiring</b> Experience and success in training and hiring residents to achieve maximum benefit from implementation of the development plan. This includes compliance with HUD Section 3 requirements and a clear description of the results achieved in the Respondent's experience in hiring and training Section 3 residents.	20
<b>Commitment to High-Quality Planning and Design</b> Demonstrated commitment to and ability to execute developments that enhance the public realm, augment surrounding neighborhood character, create a distinctive sense of place, and inspire vibrant commercial, recreational, and civic interaction.	40
<b>M/WBE/CBE Team Composition and Participation</b> Indication of the M/WBE/CBE status of any principal controlling partners and/or equity partners and the relative percentage share in the development profits. Experience in utilizing minority and women-owned business enterprises (M/WBE), certified business enterprises (CBE), and providing M/WBE/CBE equity in development.	20
<b>PART I TOTAL RFQ – POINTS</b>	<b>200</b>

**E.5 BUSINESS ENTERPRISE DESIGNATION POINTS FOR LOCAL SMALL MINORITY/WOMAN-OWNED BUSINESS**

The DCHA will add additional points for Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Contracting Officer.

Upon determination of the competitive range, each Respondent who has been deemed technically qualified and is within the competitive range can receive additional points if the Respondent is determined to be a Local Small Minority or Woman-Owned Business Enterprise (LSM/WBE).

The following definitions apply for the DCHA Business Enterprise Designation Points:

- “Local” means within the Metropolitan Business Area;
- “Small” means a firm with 500 employees or less;
- “Minority” means 51% ownership; and
- “Woman-Owned” means 51% ownership.

The points shall be awarded to the Respondents based on a review of the Respondent, either party of a joint-venture, or a respondent's subcontractors.

## **E.6      CBE PARTICIPATION**

The DCHA will recognize the District of Columbia certification as meeting the certification requirements of its CBE program. Reliable certification from other CBE programs will be considered and Contractors may utilize any other CBE firms that qualify under the definitions set forth herein. In recognition of the District's CBE certification, DCHA will use the above CBE point system below to determine the number of preference points awarded to contractors with CBE certification. Please be advised that if one or more development team members are a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

## **SECTION F-TIMETABLE (SELECTION PROCESS)**

### **F.1      PART I: RFQ**

Advertise Date	August 4, 2013
Issue Request for Qualifications	August 5, 2013
Deadline for Question Submission	August 23, 2013
DCHA Response to Questions	September 6, 2013
Deadline Submission for Proposal	September 19, 2013
Shortlisted Finalists Notified	TBD

### **F.2      PART II: RFP**

Issue Request for Proposals	TBD
Deadline for Question Submission	TBD
DCHA Response to Questions	TBD
Deadline Submission for Proposal	TBD
Interviews/Presentations (If Applicable)	TBD
Presentation to DCHA Board of Commissioners (Contract Approval)	TBD

**(\*\*) DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DISTRICT OF COLUMBIA HOUSING AUTHORITY.**

**ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA, AND THE RESPONDENT RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES AND SUPPLIES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHA, COST AND OTHER FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHA RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHA'S BEST INTEREST IN DOING SO.**

## **SECTION G – EXHIBIT/ATTACHMENTS**

### **G.1 ATTACHMENTS**

ATTACHMENT A -	General Conditions for Non-Construction Contracts
ATTACHMENT B -	Tax Certification Affidavit
ATTACHMENT C -	Non-Collusive Affidavit
ATTACHMENT D -	Certification of Eligibility
ATTACHMENT E -	Contract Compliance Requirements
ATTACHMENT F -	Representations, Certifications and Other Statements of Bidders
ATTACHMENT G -	Payment to Subcontractors
ATTACHMENT H -	Statements of Bidders Qualifications
ATTACHMENT I -	Reserved
ATTACHMENT J -	Conflict of Interest
ATTACHMENT K-	List of Certified Minority and Women-Owned Banks



# **ATTACHMENT A**

## **GENERAL CONDITIONS**

### **(NON- CONSTRUCTION)**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (without maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### **Section I - Clauses for All Non-Construction Contracts greater than \$100,000**

#### **1. Definitions**

The following definitions are applicable to this contract:

- (a) 'Authority or Housing Authority (HA)' means the Housing Authority.
- (b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) 'Day' means calendar days, unless otherwise stated.
- (e) 'HUD' means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### **2. Changes**

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### **3. Termination for Convenience and Default**

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### **4. Examination and Retention of Contractor's Records**

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.





# **ATTACHMENT B**

## **TAX CERTIFICATION AFFIDAVIT**

## TAX CERTIFICATION AFFIDAVIT

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Principal Officers: \_\_\_\_\_

Business Telephone # \_\_\_\_\_

Finance & Revenue Registration # \_\_\_\_\_

Federal Identification # \_\_\_\_\_

DUNS # \_\_\_\_\_ Contract # \_\_\_\_\_

Un-employment Insurance Account # \_\_\_\_\_

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxed for the past five (5) years.

District:		Current	Not Current
	Sales and Use	( )	( )
	Employer Withholding	( )	( )
	Hotel Occupancy	( )	( )
	Corporation Franchise	( )	( )
	Unincorporated Franchise	( )	( )
	Personal Property	( )	( )
	Professional License	( )	( )
	Arena/Public Safety Fee	( )	( )
	Vendor Fee	( )	( )

3. If not current as checked, in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue ☐ YES ☐ NO

Attach copy of Agreement

If an outstanding liability exists, and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

- (a) Copies of Form FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
- (b) Copies of Canceled checks for the tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Housing Authority is hereby authorized to verify the above information with appropriate Government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false searing is a fine of not more than \$2,500.00, imprisonment for not more than three years, or both, as prescribed in D.C. Code sec. 22-2513.

\_\_\_\_\_  
Signature of Person Authorized

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Notary: DISTRICT OF COLUMBIA, as:

Subscribe and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_  
Month and Year

\_\_\_\_\_  
Notary Public  
My Commission Expires



# **ATTACHMENT C**

## **NON-COLLUSIVE AFFIDAVIT**



## NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says:

That bidder is \_\_\_\_\_  
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statement in said proposal or bid are true.

Signature of:

\_\_\_\_\_  
(Bidder, if the bidder is an Individual)

\_\_\_\_\_  
(Partner, if the bidder is a Partnership)

\_\_\_\_\_  
(Officer, if the bidder is a Corporation)

Subscribe and sworn to before me

This \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)





# **ATTACHMENT D**

## **CERTIFICATE OF ELIGIBILITY**

## CERTIFICATION OF ELIGIBILITY

INVITATION NO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

\_\_\_\_\_ being  
(President of Authorized Official of Bidder)

duly sworn (or under penalty of perjury under laws of the United States), certifies that, except as noted below: (the company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or State agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
President of Authorized Official

\_\_\_\_\_  
Title

The penalty for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509.31 U.S.C. 3801.3812)

Subscribed and sworn before me this \_\_\_\_\_ day \_\_\_\_\_

at \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Public



# **ATTACHMENT E**

## **CONTRACT COMPLIANCE REQUIREMENTS**



## **CONTRACT COMPLIANCE REQUIREMENTS**

Following is a list of documents that shall be completed and submitted with your bid and each of your proposed subcontractor's whose portion of the work is valued at \$10,000.00 or more.

1. Affirmative Action Program Policy Statement (sample attached) submitted on company letterhead.
2. Complete, Equal Employment Opportunity, Employer Information Report.

In the event that your minority utilization in each job category is less than 25 percent of your projected total workforce and/or you have less than 6.9 percent female utilization in your workforce, you must complete and submit the form titled One Year Projected Goals and Timetable for Equal Employment Opportunity.

The selected contractor/subcontractors are encouraged to utilize minority or female controlled banking institutions for financial transactions required during the performance of the resulting contract. Exhibit A\_ contains a listing of area financial institutions which qualify as minority or female-controlled banks.

In the event that you or any of your subcontractors decide not to utilize a minority or female controlled bank, please indicate on the Minority Financial Institution Data Form the reason(s) for not doing so (Exhibit B\_).

If you have any questions pertaining to these requirements, contact the Contract Compliance Branch on (202) 535-1212.



**(SAMPLE STATEMENT)**

**(Bidder/Offeror must use this format to submit the EEO Policy Statement required by the contract. The statement must be submitted on company letterhead.)**

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT**

**(Company Name) \_\_\_\_\_ WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR MENTAL OR PHYSICAL DISABILITY.**

**(Company Name) WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR MENTAL OR PHYSICAL DISABILITY. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER, (B) RECRUITMENT OR RECRUITMENT ADVERTISING, (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.**

**(Company Name) \_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT THE PROVISIONS OF THIS STATEMENT CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.**

**(Company Name) \_\_\_\_\_ AGREES THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS.**

**(Company Name) \_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS AND RECORDS PERTAINING TO ITS EMPLOYMENT PRACTICES AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO ITS BOOKS AND RECORDS.**

**(Company Name) \_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.**



(Company Name) SHALL INCLUDE IN EVERY SUBCONTRACT THAT EQUAL OPPORTUNITY CLAUSES, SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM/ORGANIZATION NAME

\_\_\_\_\_  
SOLICITATION NO.

\_\_\_\_\_  
DATE



## COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

**MAYOR'S ORDER 85-85, dated JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (published August 15, 1986). "COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS A PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW IT'S WRITTEN COMMITMENT TO COMPLY WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.**

### Certification

I, \_\_\_\_\_, the authorized representative of, \_\_\_\_\_, hereinafter referred to as "contractor" certify that the contractor is fully aware of all of the provisions of Mayor's Order 85-85, dated June 10, 1985, and of the rules implementing Mayor's Order 85-85, 33 DCR 4952. I further certify and assure that the contractor will fully comply with all applicable provisions of the Mayor's Order and implementing rules if awarded the DC government contract referenced by the contract number entered below. Further, the contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the contractor's compliance with the above cited Order and rules.

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SOLICITATION

\_\_\_\_\_  
DATE



## EQUAL EMPLOYMENT OPPORTUNITY

### EMPLOYER INFORMATION REPORT

#### Instructions:

Two (2) copies of DAS-84-404 or Federal EEO-1 shall be submitted to Contract Compliance  
One (1) copy shall be retained by the contractor

#### SECTION A - TYPE OF REPORT

1. Indicate by marking the appropriate box type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer:

1. ( ) Single Establishment Employer Report

Multi-establishment Employer:

2. ( ) Consolidate Report

3. ( ) Headquarters Unit Report

4. ( ) Individual Establishment Report (submit one of each with 25 or more employees)

5. ( ) Special Report

2. Total number of reports being filed by this company. \_\_\_\_\_

#### SECTION B - COMPANY IDENTIFICATION (To be answered by all employers)

1. Name of Company which owns or controls the establishment for which this report is being filed.

OFFICIAL USE

a.

Address (Number and Street)

City or Town

County

State

Zip Code

b.

b. Employer Identification No. \_\_\_\_\_

2. Establishment for which this report is filed

OFFICIAL USE

a. Name of establishment

c.

Address (Number and Street)

City or town

County

State

Zip Code

d.

b. Employer Identification No. \_\_\_\_\_

3. Parent or affiliated company

a. Name of Parent or affiliated company

Address (Number and Street)

City or town

County

State

Zip Code

b. Employer Identification No. \_\_\_\_\_

#### SECTION C - ESTABLISHMENT INFORMATION

Is the location of the establishment the same as that reported last year?

☐ Did not report last year

☐ Reported on combined basis

☐ YES

☐ NO

Is the major business activity at this establishment the same as that reported last year?

☐ Did not report last year

☐ Reported on combined basis

☐ YES

☐ NO

What is the major activity of this establishment?

Be specific, i.e., manufacturing steel castings, retail grocer, wholesale, plumbing supplies, title insurance, etc. Include the specific type of product or services provided as well as the principal business or industry.

MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

☐ YES

☐ NO

DAS-44-404

(Replaces D.C. Form 2640-9 Sept. 74 which is obsolete)

CONTRACT NO. \_\_\_\_\_

CONTRACT AMOUNT: \$ \_\_\_\_\_

MBOC CERTIFICATION NO. \_\_\_\_\_

SET ASIDE: ☐ YES ☐ NO

☐ LOCAL

☐ SMALL

☐ DISADVANTAGED

☐ ENTERPRIZE ZONE

CONTRACTING AGENCY: \_\_\_\_\_

CONTRACT COMPLIANCE PERSON \_\_\_\_\_

CAPTION: \_\_\_\_\_



## SECTION D - EMPLOYMENT DATA

Employment at this establishment - report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros. In columns 1, 2, and 3, include ALL employees at the establishment including those in minority groups.

JOB CATEGORY	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
	TOTAL EMPLOYEES INCLUDING MINORITIES (1)	TOTAL MALE INCLUDING MINORITIES (2)	TOTAL FEMALE INCLUDING MINORITIES (3)	MALES				FEMALES			
				AFRICAN AMERICAN (4)	ASIAN AMERICAN (5)	NATIVE AMERICAN (6)	LATIN AMERICAN OR HISPANIC AMERICAN	AFRICAN AMERICAN (8)	ASIAN AMERICAN (9)	NATIVE AMERICAN (10)	LATIN AMERICAN OR HISPANIC AMERICAN (11)
Official/Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (SEMI-SKILLED)											
Laborer (UNSKILLED)											
Service Workers											
OTHERS											
TOTAL											

(The Trainees below should also be included in the figure for the appropriate occupations categories above)

Formal on the job trainees	White collar										
	Production										

1. How was the information as to race or ethnic group in Section D obtained? 2. Dates of payroll period used? \_\_\_\_\_ a. ( ) Visual Survey c. Other - Specify \_\_\_\_\_ 3. Pay period of last report submitted for this establishment \_\_\_\_\_ b. ( ) Employment Record \_\_\_\_\_

SECTION E - REMARKS Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

### SECTION F - CERTIFICATION ACTION

Choose 1. ( ) All reports are accurate and were prepared in accordance with the instructions (check on consolidated only).  
One 2. ( ) This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official		Title		Signature		Date	
Name of person to contact referencing this report ( type or print)				Address (Number and Street)			
Title	City and State	Zip Code	Area Code	Telephone Number	Extension		

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE



District of Columbia Housing Authority  
Prime-Contractors Certification of Continued Eligibility

FEDERAL ID NUMBER \_\_\_\_\_

TO: District of Columbia Housing Authority

Contract No. \_\_\_\_\_

**Project Description:**

\_\_\_\_\_  
\_\_\_\_\_

1. The \_\_\_\_\_  
(Company Name)

(hereinafter referred to as the "Contractor") having executed a contract with the District of Columbia Housing Authority (hereinafter referred to as the "Housing Authority"), in the amount of \$ \_\_\_\_\_ for the construction, alteration, repair, or service and maintenance of the above identified project, acknowledges that:

- a) The Labor Standards provisions are included in the aforesaid contract; and
- b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractor is the prime contractor's responsibility.

2. The Contractor certifies that

- a) Neither the principal officers nor any firm, partnership or association in which the principal officers have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.5(b) of the Regulation of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 {a}); and,
- b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.



District of Columbia Housing Authority  
Prime-Contractors Certification of Continued Eligibility

3. The Contractor agrees to obtain and forward to DCHA within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification of Continued Eligibility executed by the subcontractors.

4. The Contractors certified that:

a) The legal name and the business address of the company is:

---

---

b) The company is:

(1) A Single Proprietorship

(3) Corporation organized in the State of

(2) A Partnership

(4) Other Organization (Description)

c) The name, title and address of the owner, partners or officers of the company are:

**NAME**

**TITLE**

**ADDRESS**

---

---

---

---

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d) The names and address of all other persons, both natural and corporate, having a substantial interest in the company, and the nature of the interest are (if name, so state):



District of Columbia Housing Authority  
Prime-Contractors Certification of Continued Eligibility

NAME	ADDRESS	NATURE OF INTEREST
------	---------	--------------------


- e) The name, address and trade classification of all other building construction contractors in which the contractors has a substantial interest are (if note, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
------	---------	----------------------


\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date





Solicitation No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

*ONE YEAR PROJECTED GOALS AND TIMETABLES FOR EQUAL OPPORTUNITIES*

MINORITY GROUP EMPLOYEES GOALS									
JOB CATEGORIES	Male				Female				
	Black American	Asian American	American Indian	Hispanic American	Black American	Asian American	American Indian	Hispanic American	Projected Timetable Date
Officials/Managers									
Technicians									
Sales Workers									
Office and Clerical									
Craftsperson (Skilled)									
Operatives (Semi-Skilled)									
Laborers (Unskilled)									
Service Workers									
Others									
TOTALS									
Comments									

I, \_\_\_\_\_ hereby affirm that I have read the foregoing, know the entire contents, thereof, certify them to be true, accurate, complete and the best projection of the firm's human resource needs by race and sex at this time.

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Title



## MINORITY FINANCIAL INSTITUTION DATA FORM

SOLICITATION NO: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

Indicate below if you bank with a Minority Financial Institution:

\_\_\_\_\_ YES

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Account(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ NO (please explain)

Explanation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# **ATTACHMENT F**

## **REPRESENTATION, CERTIFICATION, AND OTHER STATEMENTS OF BIDDERS**

**U.S. Department of Housing  
and Urban Development**

Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders  
Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans

[ ] Asian Pacific Americans

[ ] Hispanic Americans

[ ] Asian Indian Americans

[ ] Native Americans

[ ] Hasidic Jewish Americans

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe"

means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)





# **ATTACHMENT G**

## **PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE**



INVITATION NO.:

PROJECT:

**PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE**

The contractor, prior to receiving a progress payment, shall submit to the Contracting Officer certification that the contractor has made and will make timely payments to his subcontractors and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractors and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certifications shall be made on the following standard form:

To: Contracting Officer  
District of Columbia Housing Authority  
1133 North Capitol Street, NE, Suite 300  
Washington, D.C. 20002-7599

I hereby certify:

I have made and/or will make timely payments to all my subcontractors and suppliers per my contractual arrangements with them:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# **ATTACHMENT H**

## **STATEMENT OF BIDDERS**

### **QUALIFICATION**



## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder \_\_\_\_\_
2. Name of principals \_\_\_\_\_
3. Names of authorized signatories \_\_\_\_\_
4. Permanent main office address \_\_\_\_\_
5. When organized \_\_\_\_\_
6. Where incorporated \_\_\_\_\_
7. How many years have you been engaged in the contracting business under your present name? \_\_\_\_\_  
\_\_\_\_\_
8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. List all contracts on hand by name of contract and gross amount \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. have you ever refused to sign a contract at your original bid? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
If yes, explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Names, background, experience and current workload of the principal members of your personnel, including the officer.

<u>Name</u>	<u>Background</u>	<u>Years in Contracting</u>	<u>Current Workload</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. Furnish written evidence of amount and type of credit available.

14. Attach a Financial Statement no more than six months old.

15. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the Housing Authority? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority, in verification of the recitals comprising this Statement of Bidder's Qualification.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 200\_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
Title

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being duly sworn,  
(Individual signing above)

deposes and says he is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_  
(title)

\_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein  
contained are true and correct.

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_,

200\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Date



# **ATTACHMENT I**

## **RESERVED**





# **ATTACHMENT J**

## **CONFLICT OF INTEREST CERTIFICATION**

## **CONFLICT OF INTEREST CERTIFICATION**

Pursuant to 24 CFR 85.36, no officer, employee, contractor or agent of the District of Columbia Housing Authority ("DCHA"), or its subsidiaries, shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, contractor or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner or,
- (iv) An organization which employs, or is about to employ, any of the above, has a financial interest in the firm or organization selected for award.

No officer, employee, contractor or agent of DCHA, or its subsidiaries, shall engage in private financial transactions using inside information not available to the public generally, or allow the improper use of such information to further any private interest or personal gain. Every officer, employee, contractor or agent shall conduct themselves with the highest degree of ethical standards at all times, while under the employ, contract, award or designation of DCHA or its subsidiaries.

No officer, employee, contractor or agent of DCHA, or its subsidiaries, may have a financial or ownership interest, direct or indirect, in any real property included, or proposed to be included, in any real estate development or redevelopment project of DCHA, or its subsidiaries, or in any real property whereby the owner receives a federal or local housing subsidy administered by DCHA.

In the event a conflict, real or apparent, exists prior to, or arises while under, the employ, contract, award or designation of DCHA, or its subsidiaries, the officer, employee, contractor or agent shall fully and immediately disclose all information, matters, contracts, financial interests, and personal or business relationships to DCHA, or its subsidiaries. All information pertaining to a conflict of interest, real or apparent, shall be evaluated and a determination shall issue as to the required course of action to be taken prior to the execution or continuation of any agreement with DCHA or its subsidiaries.

Violations of this Conflict of Interest Certification, Federal law or regulations, as well as any violations of District of Columbia law, may result in immediate termination of any relationship, employment, contract, award or appointment with DCHA or its subsidiaries.

I, \_\_\_\_\_, an individual or authorized representative of the undersigned, hereby acknowledge and certify the following:

\_\_\_ No conflict of interest, real or apparent, exists

\_\_\_ A conflict of interest, real or apparent, exists and attached hereto, is a narrative describing the nature, length, term and relationship of the conflict. If a conflict of interest previously existed, please explain the conflict and include any supporting documentation that demonstrates resolution of the conflict.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_



# **ATTACHMENT K**

## **LIST OF CERTIFIED MONORITY AND WOMEN-OWNED BUSINESSES**



## **LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS**

1. INDUSTRIAL BANK OF WASHINGTON  
4812 GEORGIA AVENUE, N.W.  
WASHINGTON, D.C. 20011  
B. DOYLE MITCHELL, PRESIDENT  
(202) 722-2000
2. INDEPENDENCE FEDERAL SAVINGS BANK  
1301-9<sup>TH</sup> STREET, N.W.  
WASHINGTON, D.C. 20001  
WILLIAM B. FITZGERALD, PRESIDENT  
(202) 628-5500
3. WASHINGTON FIRST BANK  
1146-19<sup>TH</sup> STREET, N.W.  
WASHINGTON, D.C. 20036  
SHAZA ANDERSEN, CHIEF EXECUTIVE OFFICER  
(202) 331-7031
4. PREMIER BANK  
1501 "K" STREET, N.W.  
WASHINGTON, D.C. 20005  
BORRIS ORCEV, PRESIDENT  
(202) 466-4090